

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO. 04-038

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

RECYCLING DROP-OFF SITE MANAGEMENT AND COLLECTION SERVICES

Sealed bids will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, February 18, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

RECYCLING DROP-OFF COLLECTION SERVICES SPECIFICATIONS

1. GENERAL

- 1.1 It is the intent of the City of Lincoln that the Contractor provide all the necessary labor, equipment, materials, and supplies to establish, service, and maintain recycling drop-off sites in a workmanlike manner.
- 1.2 Material to be collected at each multi material recycling drop-off site shall include: aluminum cans, tin cans, HDPE bottles and containers (gallon milk jugs and colored #2 containers), clear and colored PET bottles and containers (soda bottles and any #1 container), clear glass, brown glass, green glass, newspapers, old corrugated cardboard (includes cardboard packaging and kraft paper), and residential mixed paper that include magazines, junk mail, office paper, and telephone directories.
 - 1.2.1 HDPE and PET bottles and containers shall be mixed together in one compartment/container.
 - 1.2.2 All other items shall have a separate compartment or container.
- 1.3 Nothing in these specifications shall exclude third parties from operating drop-off sites at any location in the City or County.
- 1.4 Bidder shall operate and maintain a minimum of 17 multi material drop-off sites, 5 newspaper only drop-off sites within the Corporate limits of the City of Lincoln, and 5 multi material sites within Lancaster County.
 - 1.4.1 These are unstaffed, 7 day, 24-hour per day recycling sites.
 - 1.4.2 The City reserves the right to restrict the hours of operation at a particular recycling drop-off site.
 - 1.4.2.1 Two sites currently have restricted hours. They are: the 48th Street Transfer Station (6:30 am till 5:00pm; and Coddington and West A (7:00 am till 7:00 pm).
- 1.5 During the term of the agreement the City of Lincoln shall attempt to secure additional multi material and newspaper only drop-off sites.
 - 1.5.1 The configuration and type of recycling containers may vary from site to site due to location and size of recycling site.
 - 1.5.2 Frequency of servicing containers at new recycling sites shall vary from site to site.
 - 1.5.3 In the first year of the City plans on opening 3 new multi-material recycling sites in the City of Lincoln.
 - 1.5.3.1 The three new sites will be located in the Arnold Heights Neighborhood; in north Lincoln (either North Star High School or Highlands Neighborhood); and in Southwest Lincoln in the 14th and Pine Lake area.
 - 1.5.4 During the remaining three years of the contract the City plans on opening an additional three to four recycling sites in the City of Lincoln.
 - 1.5.4.1. These sites will be located in both north and south Lincoln.

- 1.5.5 Recycling container equipment costs acquired in the first year of the contract shall be included in the unit bid price for servicing all the recycling drop-off sites.
- 1.5.6 Recycling container equipment costs acquired for the other recycling drop-off sites added during the remaining term of the contract shall be assessed to the City through a monthly fee.
 - 1.5.6.1 Container fees shall be based on the total price paid for the recycling equipment, number of months remaining on the contract at an interest rate of 6.5%.
 - 1.5.6.2 Documentation of equipment costs and calculation of monthly fee shall be provided to the City prior to opening the new recycling site.
- 1.6 The provisions herein, the instructions to bidders and the attached contract describe the scope of work to provide recycling containers, maintain equipment, remove waste and recyclable materials from the drop-off sites in a timely manner and transport the recyclables to a local processor designated by the City.
- 1.7 The Bidder may bid on all of the containers and type of collection services or only a portion thereof (i.e. only newspapers or only mixed paper and cardboard).
 - 1.7.1 The City reserves the right to award separate contracts for collection services by recyclable material or one comprehensive contract for collection services whichever is in the best interests of the City.
- 1.8 The bidder may subcontract a portion of the collection services, however the City of Lincoln must approve the subcontractor.
- 1.9 The attached sample agreement serve as specifications, and describes the obligations of the Contractor.
- 1.10 The City shall pay the collection Contractor the following fees:
 - 1.10.1 A fixed monthly fee for providing waste containers, emptying them twice per week (Monday's & Friday's), monitoring each site, picking-up litter, collecting and properly disposing of illegally dumped materials.
 - 1.10.2 The Bidder is asked to submit an alternate bid of servicing 2 cubic yard waste containers within the City three times per week (Monday's, Wednesday's, Friday's)
 - 1.10.3 Additional fees associated with handling and disposing of specific banned materials or bulky items as identified by the Bidder (i.e. tires, appliances, furniture, television sets, yard waste).
 - 1.10.4 A per service trip (cubic yard) or per pull fee for servicing each type of recycling container. This shall include: providing recycling containers, collection and transportation services to the recycling processing center, and maintenance of equipment.
 - 1.10.4.1 One bid price shall be provided for City sites and another bid price for County sites

- 1.10.4.2 A service charge for additional labor involved in cleaning up recyclables outside the containers may be assessed.
- 1.10.4.3 This service charge shall be based on the amount of material outside the recycling container and shall not exceed the per cubic yard fee to empty the recycling container.

2. AGREEMENT AND INSURANCE

- 2.1 The Contractor shall not commence work under this agreement until he/she has obtained all insurance required by the attached "Insurance Clause to be used for All City Contracts," and such insurance has been approved by the City Attorney.
- 2.2 The Contractor shall have the ability to commence work on June 1, 2004.

BID PROPOSAL

RECYCLING DROP-OFF SITE MANAGEMENT AND COLLECTION SERVICES

BID NUMBER: 04-038

TO THE CITY OF LINCOLN: BID OPENING Wednesday, February 18, 2004

Furnish all material, equipment, labor and supervision to manage, operate, and maintain provide collection and transportation services for multi-material and newspaper only drop-off locations within the corporate City Limits of Lincoln and within Lancaster County for recyclable materials deposited by the public in accordance with the attached specifications.

THE REQUIREMENTS FOR: RECYCLING DROP-OFF SITE COLLECTION SERVICES

BID PROPOSAL FORM FOR RECYCLING DROP-OFF SITE COLLECTION SERVICES MUST BE COMPLETED*

*The initial bid shall remain firm for a period of 60 days from the date of bid opening.

THE UNDERSIGNED SIGNATORY FOR THE BIDDER REPRESENTS AND WARRANTS THAT THEY HAVE FULL AND COMPLETE AUTHORITY TO SUBMIT THIS PROPOSAL TO THE CITY OF LINCOLN AND TO ENTER INTO A CONTRACT, IF THIS PROPOSAL IS ACCEPTED.

TERMS: FIRM NAME: _____

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

NOTE: Return two completed copies of proposal and supporting material. Mark outside of bid envelope: SEALED BID FOR SPECIFICATION 04-038 FOR RECYCLING DROP-OFF SITE COLLECTION SERVICES.

PLEASE TYPE BID PROPOSAL FORM

BID PROPOSAL FORM:
RECYCLING DROP-OFF SITE COLLECTION SERVICES

Description	Unit Price	Estimated Annual Service Per Year	Total Annual Estimated Cost
Unit price per cubic yard or per pull for each service trip. Includes providing collection containers and equipment and transporting the recyclables to Midland Recycling, 440 J Street or 540 West P Street. Minimum number of containers and collection frequency in Attachment 2 of specifications.			
1. Food and beverage cartons compartmentalized roll-off containers			
A) City provided containers (10 each)			
1) City of Lincoln recycling sites - cost per pull		416 pulls	
2) County recycling sites - cost per pull		130 pulls	
B) Contractor provided containers (22 each)			
1) City of Lincoln recycling sites - cost per pull		1443 pulls	
C) Waste Collection/site monitoring/cleanup fee per container per month			
1) City Sites (2 yard containers)			
a. Two times per week service (Mondays and Fridays)		12 months @ 19 containers	
b. Alternate Bid: Three times per week service (Mon, Wed, and Fri)		12 months @ 19 containers	
2) County sites (90 gallon containers)		12 months @ 1 container	
3) No waste containers at sites (monitoring/cleanup only)		12 months @ 6 sites	
D) Subtotal for Item 1			
2. Newspaper recycling containers (contractor provided)			
A) 2 cubic yard containers (69 each)			
1) City of Lincoln recycling sites - cost per cubic yard		11856 cubic yards	
2) County recycling sites - cost per cubic yard		1430 cubic yards	
B) 25 or 30 cubic yard roll-off containers (11 each)			
1) City of Lincoln recycling sites - cost per pull		754 pulls	
C) Subtotal for Item 2			
3. Cardboard recycling containers (8 cubic yard containers - contractor provided)			
A) City of Lincoln recycling sites - cost per cubic yard (33 each)		52208 cubic yards	
B) County recycling sites - cost per cubic yard (5 each)		3328 cubic yards	
C) Subtotal for Item 3			
4. Residential waste paper (8 cubic yard containers - contractor provided)			
A) City of Lincoln recycling sites - cost per cubic yard (22 each)		14768 cubic yards	
B) County recycling sites - cost per cubic yard (5 each)		2080 cubic yards	
C) Subtotal for Item 4			
5. Special handling and service fees			
A) Additional container emptying charges for material left outside the respective recycling containers (cost per cubic yard)			
1) Newspapers		150 cubic yards	
2) Cardboard		280 cubic yards	
3) Residential mixed paper		96 cubic yards	
4) Food and beverage containers		120 cubic yards	
B) Additional charges for Saturday service (cost per day)			
1) Front end loader equipment for cardboard or residential mixed paper		52 days	
2) Rear loader equipment for newspapers		52 days	
3) Roll-off equipment for food and beverages container		52 days	
C) Additional charges for Sunday service (cost per day)			
1) Front end loader equipment for cardboard or residential mixed paper		52 days	
2) Rear loader equipment for newspapers		52 days	
3) Roll-off equipment for newspaper or food and beverage containers		52 days	
D) Tire handing and disposal (cost per tire)		80 tires	
E) Appliance handling and disposal (cost per unit)		24 units	
F) Bulky item handling and disposal (cost per unit)		24 units	
G) Yard waste		35 occurrences	
H) Subtotal for Item 5			
6. Grand Total Items 1 through 5			
7. Alternate Bid for other equipment. Attach list of equipment, cubic yard capacity, collection schedule, and unit price.			

ATTACHMENT 1

APPROXIMATE COMPARTMENT SIZES FOR CURRENT RECYCLING ROLL-OFF CONTAINERS BY PRODUCT TYPE

CITY PROVIDED CONTAINERS:

Aluminum Cans	1.7 cubic yards
Steel Cans	1.7 cubic yards
Brown Glass	1.25 cubic yards
Green Glass	1.25 cubic yards
Clear Glass	5.00 cubic yards
#1 & #2 Plastic Bottles/Ctns	14.10 cubic yards

CONTRACTOR PROVIDED CONTAINERS:

#1 & #2 Plastic Bottles and Containers: 30 cubic yards

Food and Beverage Containers:	30 cubic yards
Aluminum Cans	6.00 cubic yards
Steel Cans	6.00 cubic yards
Brown Glass	2.50 cubic yards
Green Glass	2.50 cubic yards
Clear Glass	13.00 cubic yards

All Food and Beverage Containers:	30 cubic yards
Aluminum Cans	1.7 cubic yards
Steel Cans	1.7 cubic yards
Brown Glass	1.3 cubic yards
Green Glass	1.3 cubic yards
Clear Glass	5.0 cubic yards
#1 & #2 Plastic Bottles/Ctns	14 cubic yards

RECYCLED MATERIAL WEIGHT TO VOLUME CONVERSION FACTORS

	Pounds Per <u>Cubic Yard</u>
Aluminum Cans	74
Steel Cans	150
Glass Containers	600
#1 Plastic Bottles	30
#2 Plastic Bottles	25
Newspapers	500
Old Corrugated Cardboard	100
Residential Mixed Paper	450

ATTACHMENT 2: SUMMARY OF COLLECTION CONTAINERS AT DROP-OFF SITES AND SERVICING FREQUENCY

SITE LOCATION	NEWSPAPERS				FOOD AND BEVERAGE CONTAINERS			
	Type of Container	Total C.Y. Capacity	Frequency of Service Per Week	Total Annual Pulls/C.Y.	Type of Container	Total C.Y. Capacity	Frequency of Service Per Week	Total Annual Pulls
Multi-Material Sites - City of Lincoln - South								
East High Parking Lot, 70th & A Streets	25 yd. roll-off	25	3	156 pulls	30 yd. roll-off	60 ^b	4.50	234
Union College, 53rd & Calvert Streets	25 yd. roll-off	50	1.5	156 pulls	30 yd. roll-off	60 ^b	4.50	234
Leon's Food Mark, 32nd & South Streets	2 yd.	10	3	1560 yds.	25 yd. roll-off	25 ^a	2.25	117
Lincoln School of Commerce, 19th & L Streets	25 yd. roll-off	25	1	52 pulls	30 yd. roll-off	60 ^b	2.75	143
Trabert Hall, 12th & South Streets	2 yd.	8	2	832 yds.	25 yd. roll-off	25 ^a	1.00	52
Pepsi Distribution Facility, 1901 Windhoeck Dr.	25 yd. roll-off	25	1	52 pulls	30 yd. roll-off	50 ^c	2.00	104
Russ's Market, 33 rd & Hwy. 2	2 yd.	8	2	832 yds.	25 yd. roll-off	25 ^c	1.00	52
Russ's Market, Coddington & West A Street	2 yd.	8	1.5	624 yds.	25 yd. roll-off	25 ^c	1.00	52
Southwest Lincoln	25 yd. roll-off	25	1.5	78 pulls	25 yd. roll-off	25 ^c	2.00	104
Multi-Material Sites - City of Lincoln - North								
Arnold Heights	2 yd.	8	2	832 yds.	25 yd. roll-off	25 ^c	1.00	52
SE Corner, N.W. Roundhouse Dr. & West "P" St.	25 yd. roll-off	25	1	52 pulls	25 yd. roll-off	25 ^a	1.25	65
UNL Downtown Campus, 1200 North 17 Street	2 yd.	6	2	624 yds.	25 yd. roll-off	25 ^a	1.00	52
Gates of Praise Church, 70th and Vine Streets	2 yd.	8	3	1248 yds.	25 yd. roll-off	25 ^c	1.00	52
University Place, 47th & St. Paul Avenue	25 yd. roll-off	25	1	52 pulls	25 yd. roll-off	25 ^a	2.50	130
Russ's Market, 62nd & Platte Avenue	25 yd. roll-off	25	1	52 pulls	30 yd. roll-off	60 ^b	2.00	104
A & J Recycling Center, 3400 North 22 Street	25 yd. roll-off	25	1	52 pulls	30 yd. roll-off	60 ^b	1.00	52
Southeast Community College, 88th & O Streets	2 yd.	8	2	832 yds.	25 yd. roll-off	25 ^c	1.00	52
Centro Plaza, 48th & R Streets	2 yd.	10	3	1560 yds.	30 yd. roll-off	60 ^b	2.00	104
Highlands/Lincoln North Star High School	25 yd. roll-off	25	1	52 pulls	25 yd. roll-off	25 ^b	1.00	52
North 48 th Street Transfer Station	2 yd.	8	1.5	624 yds.	25 yd. roll-off	25 ^b	1.00	52
Newspaper Only Sites - South Lincoln								
All Saints Lutheran Church, 8251 Pioneers Blvd.	2 yd.	2	1	104 yds.				
Indian Village, 13th & High Streets	2 yd.	8	3	1248 yds.				
Sheridan Lutheran Church, 3700 Sheridan Blvd	2 yd.	4	2	416 yds.				
Willard Community Center, Folsom & West B Streets	2 yd.	2	1	104 yds.				
Newspaper Only Sites - North Lincoln								
UNL East Campus, 33rd & Holdrege Streets	2 yd.	4	2	416 yds.				
Lancaster County								
Bennet, Refuse Transfer Area	2 yd.	8	1	208 yds.	25 yd. roll-off	25 ^a	0.50	26
Davy, Refuse Transfer Station	2 yd.	6	.25	78 yds.	25 yd. roll-off	25 ^a	0.25	13
Hickman, City Park	2 yd.	8	1	416 yds.	25 yd. roll-off	25 ^a	.50	26
Panama, Refuse Transfer Station	2 yd.	6	1	312 yds.	25 yd. roll-off	25 ^a	0.25	13
Waverly, Waverly Plaza	2 yd.	8	1	416 yds.	25 yd. roll-off	25 ^a	1.00	52

^a City owned 25 cubic yard roll-off containers for all food and beverage containers. ^b Contractor provided 30 cubic yard roll-off containers - 1 for plastic bottles, 1 for aluminum, and tin cans and glass bottles. ^c Contractor provided 25 C.Y. roll-off containers for all food and beverage containers.

ATTACHMENT 2: SUMMARY OF COLLECTION CONTAINERS AT DROP-OFF SITES AND SERVICING FREQUENCY

SITE LOCATION	OLD CORRUGATED CARDBOARD				RESIDENTIAL MIXED PAPER				WASTE	
	TYPE OF CONTAINER	TOTAL C.Y. CAPACITY	FREQUENCY OF SERVICE PER WEEK	TOTAL ANNUAL YDS.	TYPE OF CONTAINER	TOTAL C.Y. CAPACITY	FREQUENCY OF SERVICE PER WEEK	TOTAL ANNUAL C.Y.	NO. & TYPE OF CONTAINER	SERVICE FREQUENCY
MULTI-MATERIAL SITES - CITY OF LINCOLN - SOUTH										
EAST HIGH PARKING LOT, 70TH & A STREETS	8 YD.	24	5	6240	8 YD.	16	2	1664	1 - 2 YD.	2
UNION COLLEGE, 53RD & CALVERT STREETS	8 YD.	32	5	8320	8 YD.	16	2	1664	2 - 2 YD.	2
LEONIS FOOD MARK, 32ND & SOUTH STREETS	8 YD.	16	4	3328	8 YD.	8	2	832	1 - 2 YD.	2
LINCOLN SCHOOL OF COMMERCE, 19TH & L STREETS	8 YD.	16	5	4160	8 YD.	8	2	832	1 - 2 YD.	2
TRABERT HALL, 12TH & SOUTH STREETS	8 YD.	8	4	1664	8 YD.	8	1	416	1 - 2 YD.	2
PEPSI DISTRIBUTION FACILITY, 1901 WINDHOECK DR.	8 YD.	8	4	1664	8 YD.	8	1.25	520	1 - 2 YD.	2
RUSS'S MARKET, 33 RD & HWY. 2	8 YD.	8	4	1664	8 YD.	8	1	416	1 - 2 YD.	2
RUSS'S MARKET, CODDINGTON & WEST A STREET	8 YD.	8	4	1664	8 YD.	8	1	416	1 - 2 YD.	2
SOUTHWEST LINCOLN	8 YD.	16	3	1248	8 YD.	8	2	832	1 - 2 YD.	2
MULTI-MATERIAL SITES - CITY OF LINCOLN - NORTH										
ARNOLD HEIGHTS	8 YD.	8	2	832	8 YD.	8	1	416	1 - 2 YD.	2
SE CORNER, N.W. ROUNDHOUSE DR. & WEST "P" ST.	8 YD.	8	3	1248	8 YD.	8	2	832	1 - 2 YD.	2
UNL DOWNTOWN CAMPUS, 1200 NORTH 17 STREET	8 YD.	8	3	1248	8 YD.	8	1.25	520	N.A.	N.A.
GATES OF PRAISE CHURCH, 70TH AND VINE STREETS	8 YD.	8	2	832	8 YD.	8	1	416	1 - 2 YD.	2
UNIVERSITY PLACE, 47TH & ST. PAUL AVENUE	8 YD.	16	4	3328	8 YD.	8	2	832	1 - 2 YD.	2
RUSS'S MARKET, 62ND & PLATTE AVENUE	8 YD.	16	4	3328	8 YD.	8	2	832	1 - 2 YD.	2
A & J RECYCLING CENTER, 3400 NORTH 22 STREET	8 YD.	16	3	2496	8 YD.	8	1	416	1 - 2 YD.	2
SOUTHEAST COMMUNITY COLLEGE, 88TH & O STREETS	8 YD.	8	3.5	1456	8 YD.	8	2	832	1 - 2 YD.	2
CENTRO PLAZA, 48TH & R STREETS	8 YD.	16	5	4160	8 YD.	8	2	832	1 - 2 YD.	2
HIGHLANDS/LINCOLN NORTH START HIGH SCHOOL	8 YD.	16	3	2496	8 YD.	8	2	832	1 - 2 YD.	2
NORTH 48 TH STREET TRANSFER STATION	8 YD.	8	2	832	8 YD.	8	1	416	N.A.	N.A.
NEWSPAPER ONLY SITES - SOUTH LINCOLN										
ALL SAINTS LUTHERAN CHURCH, 8251 PIONEERS BLVD.										
INDIAN VILLAGE, 13TH & HIGH STREETS										
SHERIDAN LUTHERAN CHURCH, 3700 SHERIDAN BLVD										
WILLARD COMMUNITY CENTER, FOLSOM & WEST B STREETS										
NEWSPAPER ONLY SITES - NORTH LINCOLN										
UNL EAST CAMPUS, 33RD & HOLDREGE STREETS										
LANCASTER COUNTY										
BENNET, REFUSE TRANSFER AREA	8 YD.	8	1	416	8 YD.	8	1	416	N.A.	N.A.
DAVY, REFUSE TRANSFER STATION	8 YD.	8	2	832	8 YD.	8	1	416	N.A.	N.A.
HICKMAN, CITY PARK	8 YD.	8	2	832	8 YD.	8	1	416	N.A.	N.A.
PANAMA, REFUSE TRANSFER STATION	8 YD.	8	1	416	8 YD.	8	1	416	N.A.	N.A.
WAVERLY, WAVERLY PLAZA	8 YD.	8	2	832	8 YD.	8	1	416	1 - 90 GAL.	2

Fiscal Year Commodity Report by

September 1, 2002 to August 31, 2003

# Location	All data in pounds									Total
	Mixed Paper	Plastic	Steel Cans	Green Glass	Brown Glass	Clear Glass	Newspaper	Cardboard	Aluminum	
1 West P Street	103,465	13,755	10,111	7,102	15,531	17,985	234,710	51,689	1,549	455,897
2 Sam's Club (Discontinued)	150,840	32,438	18,933	18,282	28,413	52,636	565,000	102,247	5,501	974,290
3 Russ's IGA, Havelock	181,564	23,033	12,021	11,528	19,718	29,100	402,580	94,434	3,674	777,652
4 University Place	150,222	25,405	18,665	13,408	29,535	34,122	396,440	89,712	2,758	760,267
5 Centro Plaza	130,529	16,800	11,890	11,698	20,291	32,724	261,350	74,599	3,637	563,518
6 Southeast Community	99,234	13,245	9,925	7,323	15,088	18,536	181,271	40,398	1,666	386,686
7 Gates of Praise Church	30,358	6,476	4,593	6,009	7,838	12,941	288,386	14,096	1,908	372,605
8 UNL Food Stores	87,911	8,620	8,112	7,833	9,228	15,695	106,069	37,225	1,011	281,704
9 48th Street Transfer Station	12,382	912	606	943	1,468	1,842	7,807	6,774	348	33,082
10 A&J Recycling	4,723	480	357	335	743	895	12,500	5,075	130	25,238
20 Trabert Hall	76,211	12,584	9,149	11,434	15,469	24,952	145,405	45,845	3,475	344,524
21 Leon's Food Mart	143,213	26,660	19,077	15,376	30,178	36,098	373,410	99,455	3,460	746,927
22 Union College	379,443	64,670	34,400	32,739	56,581	90,592	984,320	218,752	10,641	1,872,138
23 East High School	381,056	51,124	48,672	26,624	44,740	72,705	870,380	177,441	8,634	1,681,376
24 Lincoln School of	158,843	19,462	16,264	16,000	28,758	43,438	314,970	109,355	5,465	712,555
25 Pepsi	130,400	20,967	12,340	11,888	20,647	32,293	328,420	89,347	3,930	650,232
26 Russ's South Coddington	64,758	8,458	5,964	6,055	9,897	13,747	99,732	46,292	1,756	256,659
27 Russ's 33rd & Highway 2	153,816	10,858	7,802	5,151	12,732	12,502	168,324	43,439	1,095	415,719
40 Bennet	51,800	4,184	3,081	2,269	4,613	5,172	52,273	17,113	412	140,917
41 Davey	51,800	2,599	1,952	1,377	2,730	3,681	11,879	33,340	288	109,646
42 Hickman	51,800	6,789	5,152	3,445	7,519	9,305	105,688	34,301	757	224,756
43 Panama	52,096	1,648	1,247	740	1,709	2,180	42,070	15,697	147	117,534
44 Waverly	52,096	8,242	6,162	4,375	9,534	10,883	91,214	30,368	919	213,793
50 All Saints Lutheran Church							35,989			
51 Indian Village							162,198			
52 Sheridan Lutheran Church							98,578			
53 UNL East Campus							66,877			
54 Willard Community Center							30,768			
Totals for All Locations:	2,698,560	379,409	266,475	221,934	392,960	574,024	6,438,608	1,476,994	63,161	12,512,125
Tonnage:	1,349	190	133	111	196	287	3,219	738	32	6,256

**ATTACHMENT 4
SAMPLE CONTRACT**

**CONTRACT FOR THE COLLECTION OF RECYCLABLES FROM CITY RECYCLING
DROP-OFF SITES**

THIS CONTRACT MADE AND ENTERED INTO this ____ day of _____ 2004, by the
between the City of Lincoln, Nebraska, a municipal corporation, and _____,
hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the City has solicited bids for the collection of recyclables at City sponsored
recycling drop-off sites in accordance with the specifications which are made part of this contract by
reference;

WHEREAS, the Contractor has submitted a bid in response thereto which has been accepted
by the City and is on file in the office of the City Clerk, as a matter of public record and is made a part of
this contract by reference;

NOW THEREFORE, the City and the Contractor do hereby agree to the terms, conditions,
and covenants set forth below:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth during
the term of this Contract Agreement for the following unit prices:

1.1 Food and Beverage Compartmentalized Roll-off Recycling Containers:

- a. City Sites: _____ Per Pull
- B. County Sites: _____ Per Pull
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
_____ Per cubic yard of material outside containers

1.2 Newspaper Roll-off Recycling Containers:

- A. City Sites: _____ Per Pull
- B. County Sites: _____ Per Pull
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
_____ Per cubic yard of material outside containers

1.3 Newspaper 2 Cubic Yard Recycling Containers:

- A. City Sites: _____ Per Cu. Yd.
- B. County Sites: _____ Per Cu. Yd.
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
_____ Per cubic yard of material outside containers

1.4 Residential Mixed Paper Recycling Containers:

- A. City Sites: _____ Per Service Trip
- B. County Sites: _____ Per Service Trip
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
_____ Per cubic yard of material outside containers

1.5 Cardboard Recycling Containers

- A. City Sites: _____ Per Service Trip
- B. County Sites: _____ Per Service Trip
- C. Special Handling Fee for Recyclables Outside Containers/Compartments:
_____ Per cubic yard of material outside containers

1.6 Waste Collection and Clean-up Fee: _____ Per site per month

- 1.7 Banned/Bulky Item Fee: _____ Tires
_____ Appliances
_____ Yard Waste
_____ Bulky Items
_____ (Other)

1.8 Special Saturday or Sunday Collection Charges: _____ Per day

2. This is a multi-year contract to be approved, after public hearing, by the City Council. The term of this contract shall start June 1, 2004 and last until May 31, 2008. The City may renew the contract thereafter on an annual basis at the same contract prices for up to an additional two one-year periods.

3. The City may terminate the contract as of August 31st of any fiscal year, should funds not be appropriated for the continuance of the contract into the following fiscal year. The City will give the Contractor fifteen calendar day's written notice of termination for lack of appropriated funds.

4. It is the express interest of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.

5. The Contractor and its agents agree to indemnify and hold harmless and defend the City of Lincoln, and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.

6. The Contractor or its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.

7. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners contracts, which is hereby made a part of this Contract.

8. Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative, is the City's agent responsible for the administration of this agreement.

9. _____ or his/her designated representative, is the Contractor's agent responsible for the coordination of the agreement.

WORK REQUIREMENTS

10. The Contractor shall supply all labor, materials, equipment, supplies, and facilities necessary to collect and transport recyclables deposited at drop-off sites as outlined in the bid specifications and this contract.

10.1 Recyclables include newspapers, residential mixed paper, cardboard, color separated glass bottles and jars, tin cans, aluminum cans, plastic #1 & 2 plastic bottles and containers.

10.1.1 During the term of the agreement other recyclable items may be added to the collection program upon approval from the City, the collection and processing Contractors.

10.1.2 In the event that more than one Contractor services the drop-off sites and additional materials are added to the existing collection contract(s), the type of collection container used to collect the material shall determine the Contractor that will provide collection services for the new material.

10.2 In the first year of the contract, the City plans on adding three new multi-material recycling drop-off sites. The cost of acquiring recycling containers shall be included in your unit price for servicing all the recycling containers in the program.

10.3 The City reserves the right to add newspaper only recycling sites during the term of the contract. Capital costs for newspaper recycling containers may be recovered by the Contractor through a monthly lease cost for the recycling container.

10.4 The City will add other multi-material recycling sites in Lincoln during the remaining term of the agreement. Capital costs for recycling containers may be recovered by the Contractor through a monthly fee for the recycling container.

10.4.1 The monthly fee shall be based on the total payment for the recycling container, number of months remaining in the contract and a 6.5% interest rate.

11. The Contractor shall service the recycling drop-off sites in a manner which minimizes the dumping of recyclables outside the containers or the dumping of non-recyclables at the site.

12. The Contractor shall own all containers at the recycling drop-off sites, except those identified in item No.14 below.

13. The following type of recycling containers shall be used to collect specific recyclables at the recycling drop-off sites.

13.1 Food and Beverage Containers (aluminum cans, tin cans, clear, green, and brown glass bottles, and plastic #1 and #2 bottles and containers) shall be collected in compartmentalized roll-off boxes with 25 or 30 cubic yard capacity.

13.1.1 The size of compartments for the roll-off containers must approximate the sizes outlined in Attachment 1.

13.1.2 Containers must be enclosed with either porthole or door openings for the public to deposit material and ensure material does not fall out of the container while transporting to the recycler

- 13.1.3 Aluminum can compartment doors shall have portholes approximately twelve inches in diameter and doors welded shut to eliminate scavenging of aluminum cans at the recycling sites
 - 13.2 Residential mixed paper (RMP) and old corrugated containers (OCC) shall be collected in 8 cubic yard, front-end loader containers which meet the specifications outlined in the bid specifications..
 - 13.2.1 Containers must be modified with a “mail slot” opening at the front of the containers.
 - 13.2.1.1 The opening for the residential mixed paper container shall be a minimum of 30 inches wide and 9 inches high.
 - 13.2.1.2 The opening for the cardboard container shall be a minimum of 48 inches wide and 6 inches high.
 - 13.2.2 Side doors must be welded shut and lids must have a locking mechanism to restrict public access and reduce litter.
 - 13.2.3 At sites with space limitations or high usage, the City reserves the right to use a 25 or 30 cubic yard compartmentalized roll-off box for residential mixed paper or cardboard.
 - 13.3 Newspapers shall be collected in a 25 or 30 cubic yard roll-off box or in 2 cubic yard containers depending on site location.
 - 13.3.1 Containers must be enclosed with lids, doors, porthole, or “mail slot” type openings on the side to ensure water does not get into the container and paper does not blow out of the container at the site or in transport to the recycling processing center and allows for maximum utilization of space in the container.
 - 13.3.2 At sites with space limitations or high usage, the City reserves the right to use a 25-30 cubic yard compartmentalized roll-off container for newspaper.
 - 13.4 The City must approve any container design or changes in the collection container design.
 - 13.4.1 The City reserves the right to request modifications to container design due to problems that may arise or changes in participant practices during the contract period.
 - 13.4.2 Cost of container modifications due to issues identified in item 13.4.1 above shall be borne by the City.
- 14. The City currently owns 10-25 cubic yard compartmentalized roll-off containers with slanted roofs. The successful bidder may utilize this equipment with no lease cost.
 - 14.1 The containers can be serviced with either a dempster or universal lift system.
 - 14.2 The containers were purchased in September, 1991.
 - 14.3 The Contractor shall replace two of these roll-offs for each year of the contract.
 - 14.3.1 The old containers can be used as back-up roll-off when conducting repairs on other roll-offs.
 - 14.3.2 The Contractor may also totally recondition the containers by repairing or replacing hinges and locking mechanisms, sandblasting the inside and outside of

the container, repairing any rust and repainting . These containers could be used at new recycling drop-off sites.

14.3.2.1 The Contractor must work with the Recycling Coordinator to review needed repairs prior to any reconditioning work being undertaken.

14.3.3 The cost of new replacement containers or repair and painting the existing containers shall be borne by the Contractor and included in the monthly service cost of the containers.

14.3.3.1 The City shall provide the necessary decals once containers have been repainted.

14.3.4 The City shall retain ownership of the containers and shall be responsible for the disposition of the containers taken out of use.

15. The Contractor shall maintain all collection containers and recycling collection sites in a sanitary, well-maintained and good working condition.

15.1 The Contractor shall repair or replace any equipment determined by the City to be damaged, unsafe or unfit for use in the recycling drop-off program.

15.2 Upon notification by the City of containers in need of repair, the Contractor shall repair or remove the container from service and replaced by equipment in good working condition within 5 working days.

16. The Contractor will inspect containers at the recycling site on each service trip to the recycling drop-off site and identify any containers in need of repair.

16.1 Inspection shall include all lids, doors, locking mechanism for doors and lids, door hinges, decal replacement, rust, etc.

16.2 Repairs shall be done in a timely manner once identified.

16.3 When repainting containers, existing decals shall not be painted over.

17. The cost of maintaining containers at the recycling drop-off sites shall be included in the monthly service costs of the containers.

18. All recycling containers color, site signs, and decals must be approved by the City of Lincoln.

19. An estimated 6,255 tons of recyclables were collected from the recycling drop-off sites in fiscal year 2002-2003. A summary on the amount of material received by product type and site for Fiscal Year 2002-2003 is listed in Attachment 3.

19.1 The quantities listed should not be construed in anyway as a guarantee of quantity.

19.2 The recyclables will be deposited by the general public from throughout the City and County. As such, there will be a certain amount of contaminants mixed with the recyclables.

19.3 The processing contractor shall have the right to reject loads of recyclable material that, in their opinion, have an excessive amount of contamination.

20. The Contractor(s) shall service each recycling site and transport the material to Midland Recycling, 440 J Street for newspapers, residential mixed paper and cardboard while food and beverage containers are delivered to their north facility at 540 West P Street.

20.1 During the term of the contract Midland Recycling may redirect specific recyclable materials to a different facility within the corporate limits of the City of Lincoln..

20.2 During the term of the contract the City reserves the right to redirect the collection Contractor to another intermediate processing center within the 3 mile jurisdictional limit of the City of Lincoln.

20.3 In the event that Midland Recycling cannot accept recyclables, the City reserves the right to redirect selected loads of unprocessed recyclables to other locations within Lancaster County.

- 20.3.1 If the City does redirect a particular load of recyclables, the City shall reimburse the Contractor, their unit price for collection services plus one dollar (\$1.00) per mile beyond the normal distance to the processing Contractor.
- 21 The Contractor must be able to service the drop-off sites daily except on authorized holidays. Holidays that are authorized for observance by the Contractor are: New Year's Day, Thanksgiving Day, and Christmas Day.
- 21.1 The Contractor shall service the drop-off sites between 7:00 a.m. and 7:00 p.m.
- 21.2 The Contractor shall adjust their collection schedule before and after authorized holidays to ensure that recycling containers do not become full and material is placed outside the containers.
- 22 The frequency of collection for the recyclables depends on participation levels, size of collection containers, and amount of materials deposited by the public at each recycling drop-off site.
- 22.1 The drop-off sites shall be serviced in a manner which minimizes dumping of recyclables outside the recycling containers during peak usage periods (weekends).
- 22.2 The Contractor shall follow the collection frequency identified in Attachment 2.
- 22.2.1 The collection frequency for recyclable material will vary from site to site.
- 22.2.2 The Contractor may adjust the collection schedule for particular recyclable materials and recycling sites with prior approval from the City of Lincoln.
- 22.2.3 The City reserves the right to specify the collection schedule and frequency due to usage of the site and space limitations. This includes servicing the recycling containers on Saturday and/or Sunday.
- 22.2.3.1 Every effort shall be made to add containers to increase storage capacity to meet peak demand usage prior to requesting Sunday servicing of containers.
- 22.2.3.2 The following sites require Saturday collection for newspaper: Leon's Food Mart, 32nd and South Street Gates of Praise Church, 70th and Vine Street.
- 22.2.3.3 The following sites require Saturday and Sunday collection for cardboard: Union College, 53rd and Calvert; East High, 70th and A Street; Centro Plaza, 48th and R Street; Lincoln School of Commerce, 19th and L Street, Lincoln School of Commerce, 19th and L Street, Coddington Avenue and West A Street.
- 22.2.3.4 The following sites require a Saturday collection of cardboard: Russ's Market, 63rd and Platte Avenue; University Place, 47th and St. Paul Streets; Leon's Food Mart, 32nd and South Street,; Trabert Hall, 12th and South Street; and Pepsi Distribution Facility, 1901 Windhoek Drive, Russ's Market, 33rd and Hwy 2 and N.W. Roundhouse Drive and West P Street.
- 22.2.3.5 All cardboard collection sites require service on Monday of each week.
- 22.2.4 In the event the Contractor has mechanical problems with collection equipment or limited personnel which do not allow it to service recycling containers or particular recycling sites they shall notify the Recycling Coordinator and inform them of the Contractor's plan to service the site(s).
- 22.2.5 In the event that a site has continuous problems with recyclables dumped outside the containers, the City will notify the Contractor to develop a plan of action to correct the problem.

- 21.2.5.1 Said plan may include increasing collection frequency, or adding recycling containers.
 - 22.2.6 The number and type of recycling containers, location of recycling containers at particular sites, and collection schedules for specific recyclables at drop-off sites may be adjusted and new sites may be added by the City in Lincoln during the term of the contract.
- 23. The Contractor shall ensure that recyclables do not blow out of collection containers when transporting the recyclables to the recycling processing center.
 - 23.1 In the event this occurs, the Contractor shall be responsible for picking up all litter that has occurred.
- 24. The collection Contractor is responsible for any damages caused at the recycling site due to the container equipment, personnel, or collection vehicles used to service the sites. This shall exclude any damages to the site parking lot or driveway caused by the collection equipment.
- 25. The Contractor shall be required to maintain an answering service after office hours accepting complaints and customer calls.
 - 25.1 The Contractor shall provide decals of the firm's phone number for the roll-off boxes and 8 cubic yard containers.
 - 25.1.1 Said decal shall not exceed a size of 22 inches wide and 18 inches high.
 - 25.2 A daily log of any call received shall be maintained by the Contractor as well as an explanation of how the Contractor responded to the call.
 - 25.3 Said log shall be available for inspection by City staff.
- 26. The Contractor shall provide waste containers at each site and shall be responsible for cleaning up litter at all recycling sites.
 - 26.1 The Contractor which services the roll-off containers shall provide waste containers at each site for users of the site to place plastic bags, bottle caps, broken glass and other waste.
 - 26.1.1 The minimum sized container for waste containers in the City of Lincoln shall be a 2 cubic container.
 - 26.1.1.1 A 90 gallon cart may be used at selected sites through approval by the City of Lincoln.
 - 26.1.2 A listing of the type of waste container at each site and collection frequency is listed in Attachment 2.
 - 26.1.3 No waste container is provided by the Contractor at the following locations: UNL Food Stores (1200 North 17 Street); the 48th Street Transfer Station, Bennet, Davy, Panama Refuse Transfer Stations, and the Hickman City Park.
 - 26.1.4 The waste containers at the recycling drop-off sites must be serviced a minimum of twice per week on Monday's and Friday's.
 - 26.1.5 Waste containers must be clearly marked that it is for waste items from the recycling site only - not household trash.
 - 25.1.5.1 Said decal shall be approved by the City of Lincoln.
 - 26.1.6 All waste and illegally dumped material deposited at the recycling off sites must be properly handled and transported to the City owned Bluff Road Landfill located at 6101 Bluff Road.
 - 26.1.7 The Contractor may subcontract waste collection at rural Lancaster County Recycling sites. All wastes must be transported to the Bluff Road Landfill.
 - 26.2 The Contractor shall remove and properly dispose of litter, furniture, tires, household trash, yard waste, and any other nonrecyclable items deposited at the recycling sites.

- 26.2.1 Any material banned from landfill disposal (batteries, tires, yard waste, appliances, used oil, etc.) that are deposited at the recycling sites must be managed in a manner to comply with local, state and federal regulations.
- 26.2.2 Each collection vehicle driver shall walk the inside and outside of the recycling site while emptying recycling containers to pick-up litter, illegally dumped material or recyclables deposited outside the recycling container/compartment.
 - 26.2.2.1 The driver shall sweep up any lids, broken glass, newspaper nylon strapping or other litter deposited at the site.
 - 26.2.2.2 The driver shall pick-up any recyclables deposited outside the recycling container and deposit them in the appropriate container or compartment.
 - 26.2.2.3 The driver shall pick up any illegally dumped material and place inside the waste container.
 - 26.2.2.3.1 In the event that the waste container will not hold the illegally dumped material, the driver shall notify the Contractor's Headquarters of the illegally dumped material and arrangements made to pick up the material in a timely manner.
- 26.3 The Contractor shall check any illegally dumped waste for receipts or mail with the name and address of the person depositing material. This information shall be forwarded to the Recycling Office along with the time, date, location, and amount of waste that was found.
- 27. The Contractor shall notify the City immediately of any damage to the recycling drop-off site screening fencing, gates or asphalt or concrete parking lot.
- 28. The Contractor shall pick up any litter from the recycling drop-off site that is blown to adjacent property.
- 29. The Contractor shall not be responsible for disposing of wastes that are suspected to be infectious, hazardous, toxic, or in liquid form..
 - 29.1 The Contractor shall notify the City if they discover waste that is suspected to be infectious, hazardous, toxic or in liquid form.
- 30. The collection Contractor shall not dispose of recyclables in the landfill without prior approval by the City of Lincoln.
- 31. The collection Contractor may establish separate collection sites or collect recyclables from commercial sources.
 - 31.1 Said material shall be collected and processed in a manner that the amount can be separated from the material collected from the official City of Lincoln drop-off sites.
- 32. The Contractor shall weigh the full load of recyclables delivered to the processing facility and track the amount of material deposited at each drop-off site.
 - 32.1 The amount of recyclable material collected per drop-off site shall be determined by an estimated percent by recyclable item of the total net weight of the recycling container mutually agreed upon between the City and the Contractor.
 - 32.2 The City shall provide an excel spread sheet which the Contractor shall use in tracking materials collected at each recycling drop-off site.
 - 32.3 Each month the Contractor shall provide a completed excel spread sheet on the quantity of recyclable material collected for each site and the date the material was collected.
 - 32.3.1 The monthly report shall be submitted to the City within 10 days after the end of each month.

33. In April and November of each year the Contractor using compartmentalized roll-off containers to collect food and beverage containers shall, for a period of no more than two weeks, weigh each compartment in order to update the formula to determine the proportional weight of each recycled material in the container.
- 33.1 This shall require the collection Contractor to weigh the container prior to emptying each compartment from selected recycling drop-off sites.
 - 33.2 Once a percentage formula has been determined for estimating the weight of each recyclable material, the collection Contractor shall only weigh the total load of recyclable materials.
 - 33.3 The schedule for weighing the compartments may be adjusted through mutual agreement of both parties.
34. The Contractor shall maintain daily driver logs and records on the servicing of each recycling drop-off site and the total amount of recyclables collected per site.

CITY RESPONSIBILITIES

35. During the term of the contract the City shall develop educational materials related to the recycling drop-off sites and encourage the public to recycle.
36. The City shall make the necessary property improvements to locate recycling containers on a hard surface and screening for the recycling site.
37. The City shall coordinate with the Contractor on the development of new sites or reconfiguration of current sites to ensure adequate access to recycling containers by the contractor and public.
38. The City shall compare monthly report on volumes collected per day per site provided by the contractor with the processing contractor and notify of the Contractor of any variances between the reports.
39. The City shall schedule and coordinate a monthly meeting with the Contractor to discuss issues associated with the recycling drop-off program.
40. The City shall send written notification to the Contractor via a fax machine or the internet email illegally dumped material at the recycling drop-off sites.
41. The City shall be responsible for the removal of any infectious, hazardous or liquid material deposited at a recycling drop-off site.
42. The City shall be responsible for any maintenance of the parking lot, fencing or landscaping at the recycling drop-off sites.
43. The City shall inspect the recycling drop-off sites on a routine basis.
44. The City shall provide site instruction signs, street directional signs and signs to discourage illegal dumping at each of the recycling drop-off sites.
45. The City shall provide decals for the recycling drop-off containers used by the Contractor to indicate recyclable material to be deposited in the container or compartment.

BASIS FOR PAYMENT

46. The Contractor shall submit monthly invoices, no later than the tenth day of the month, to the City an invoice indicating the number of service trips and cubic yards serviced, the unit cost for collecting the recyclable material, the total cost to collect recyclables per trip or cubic yard., special handling fees for banned material and the total sum of money that is to be paid to the Contractor for collection services.
47. The City shall review the submitted documentation with each monthly bill and verify the amount due the Contractor. In the event that any penalties or damages are assessed, the City shall correct the invoice and make every effort to pay the Contractor within thirty (30) days from the receipt of the invoice.

PENALTIES AND DAMAGES

48. The following acts or omissions are considered breaches of contract for which damages may be assessed against payment due the Contractor or added to payments due the City of Lincoln.

48.1 The City shall provide written or facsimile notification to clean up litter, household trash, or debris from a particular recycling drop-off site, or dropped from the transport vehicle(s) at any location. If the clean up has not been completed by the end of the workday (no later than 7:00 p.m.), the City shall notify an outside Contractor to clean up the site and will then bill the Contractor for any out-of-pocket expenses incurred by the City, not to exceed \$85 per hour per each incident.

48.1.1 When notification to the Contractor is received after 2:00 p.m. of a given day, the Contractor shall make every attempt to correct the problem that same day. If the site is not cleaned up by noon the following day, the City shall notify an outside Contractor to clean up the site and will then bill the Contractor for related expenses incurred by the City, not to exceed \$85 an hour per incident.

48.2 Failure to empty full recycling container(s) at a particular drop-off location within six hours of written or facsimile notification by the City of Lincoln.

48.2.1 The City reserves the right to contract with another firm, if said site is not serviced within six hours of written or facsimile notification by the City of Lincoln.

48.2.1.1 Penalty shall be equivalent to the cost the City pays to the new contractor to empty the recycling container(s).

48.3 Failure of a driver servicing recycling drop-off site to walk the site and pick up recyclables placed outside recycling container(s), broken glass, lids, newspaper nylon straps, or other litter at recycling drop-off site. \$15 per occurrence

48.4 Failure to establish service and/or maintain the recycling drop-off locations within Lancaster County by June 1, 2004. \$25 per site per day.

49. Should the Contractor not comply with the terms of the Contract and these Specifications, the City may declare a material breach of the contract and declare the Contractor in default for nonperformance and require alternate performance by another Contractor. After notice to the Surety Company, the performance bond required hereunder will be utilized.

PERFORMANCE BOND

50. As further security for the performance of this contract and in order to assure the City of Lincoln's continued operation of the Recycling Drop-off Sites, the Contractor shall supply within fifteen (15) days of notice of award of the contract a "Contract and a Performance Bond" written on a minimum of an annual basis, on forms required by the City of Lincoln, in an amount equal to twenty-five (25) percent of the total estimated annual contract amount, but not less than \$70,000.00. Such Performance Bond to be used as security for the performance of the contract. Such Performance Bond shall be maintained for the entire term of this contract and/or renewal. The surety on the "Contract and the Performance Bond" shall be a duly authorized surety company, licensed to do business in the State of Nebraska, satisfactory to the City of Lincoln.

50.1 No surety company will be accepted as a bonder that does not have a permanent agent or representative in Lancaster County, Nebraska, upon whom notices may be served; service of such agent or representative in Lancaster County shall be equal to service of such notice on the president or other such officer as may be concerned.

50.2 Should the surety company acting as bonder remove its permanent agent or representative from Lancaster County, the Contractor shall then furnish the City of Lincoln with new surety bond conforming to the above described requirements.

51. The Contractor shall collect and transport recyclables and wastes in compliance with local, state and federal regulations.

52. Any amendments to this agreement must be made in writing and acceptable to both parties.

53. This agreement cannot be assigned to others without prior approval by the City. In the event the City approves of the assignment of this agreement, it shall be binding upon the heirs, successors, and assigns of the parties hereto.

54. This agreement shall be governed by the laws of the State of Nebraska.

Dated this _____ day of _____, 2004

CONTRACTOR

Witness

President/CEO City Clerk

Company Name

Address

City State Zip

CITY OF LINCOLN

Attest:

Coleen Seng, Mayor

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence \$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.